

EXHIBIT 1

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

CIVIL COMPLAINT

Mag. Dist. No: 38-1-23
 MDJ Name: DEBORAH A. LUKENS
 Address: 4002 CENTER AVE.
 LAFAYETTE HILL
 PENNSYLVANIA 19444 1440
 Telephone: (610) 828-5226

	AMOUNT	DATE PAID
FILING COSTS	\$	
POSTAGE	\$	
SERVICE COSTS	\$	
CONSTABLE ED.	\$	
TOTAL	\$ 201.26	2/7/23

PLAINTIFF: NAME and ADDRESS

OLANREWAJU ODEDEYI
 2142 BIRCH DR
 LAFAYETTE HILL
 PENNSYLVANIA 19444

DEFENDANT: V. NAME and ADDRESS

AMERICAN AIRLINES
 4333 AMON CARTER BLVD
 FORT WORTH
 TEXAS 76155

Docket No: CV-19-23

Case Filed: 2/7/23

Pa.R.C.P.M.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

To The Defendant: The above named plaintiff(s) asks judgment against you for \$ 12,000.00 together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

On January 1, 2023, Olanrewaju Odedeyi ("Lanre") purchased tickets for himself and his family for flights operated by the defendant. The tickets were purchased for a round trip journey from Philadelphia to Houston. On Monday January 23rd, Defendant denied Lanre and his family boarding on their return flight from Houston back to Philadelphia. Defendant rebooked Lanre and his family on another non direct flight via Phoenix. Lanre and his family arrived back at Philadelphia six hours after their original arrival time. Lanre is now seeking compensation for denied boarding for himself and his family together with additional damages and costs incurred as a result of defendants actions.

I, Olanrewaju Odedeyi verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

(Signature of Plaintiff or Authorized Agent)

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.M.D.J. 207.1

If you intend to enter a defense to this complaint, you should notify this office immediately at the above telephone number. You must appear at the hearing and present your defense. Unless you do, judgment may be entered against you by default.

If you have a claim against the plaintiff which is within the magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.





COMMONWEALTH OF PENNSYLVANIA
MONTGOMERY COUNTY
DISTRICT COURT 38-1-23

DEBORAH LUKENS
4002 CENTER AVE.
LAFAYETTE HILL, PA 19444-1440

Phone: 610-828-5226
Fax: 610-828-0446

TO THE DEFENDANT

YOU DO NOT HAVE TO APPEAR ON THE DEFAULT DATE

If you intend to enter a defense to this complaint, you must NOTIFY THIS COURT IMMEDIATELY. A hearing date will be set for you to present your case.

If you do not notify our court of your intent before the stated date, a DEFAULT JUDGEMENT will be entered against you.

TO THE PLAINTIFF

You do not have to appear on the default date

The default date is a deadline for the defendant to enter their defense. If the defendant was successfully served but has not notified our court by that date with their intent to defend, a default judgement will be entered against them.

If the defendant notifies us with their intention to defend, we will set a new hearing date and send out notices to all parties to appear at the court on that date.

You will be notified promptly if there is a problem with serving this civil complaint.

Please notify this court if your case is settled/withdrawn/etc.

Phone number: 610-828-5226



DISTRICT COURT 38-1-23
4002 CENTER AVE.
LAFAYETTE HILL, PA 19444-1440

CERTIFIED MAIL™



9214 8969 0099 9790 1147 9897 74

PHILADELPHIA PA 190

02 FEB 2023 PM 141



FP **US POSTAGE**
\$004.75⁰
First-Class - **PM**
ZIP 19444
02/09/2023
034B 0081822102

B503

76155-260355



EXHIBIT 2

COMMONWEALTH OF PENNSYLVANIA
COURT OF COMMON PLEAS
JUDICIAL DISTRICT

NOTICE OF APPEAL
FROM
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS NO. 2023-06003

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

Name of Appellant OLANREWAJU ODEDEYI		MAG. DIST. NO. or Name of D.J. 38-1-23	
ADDRESS OF APPELLANT 2142 BIRCH DR, LAFAYETTE HILL, PA 19444,		CITY	STATE
DATE OF JUDGMENT 03/30/2023	IN THE CASE OF (Plaintiff) ODEDEYI, OLANREWAJU vs. (Defendant) AMERICAN AIRLINES		
CLAIM NO. CV-0000019-2023	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT		

This block will be signed ONLY when this notation is required under PA. R.C.P.J.P. No. 1008B. This notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he/she MUST FILE A COMPLAINT within twenty (20) days after filing his/hers NOTICE OF APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. If NOT USED, Detach from copy of notice of appeal to be served upon appellee.)

PRAECIPE: To Prothonotary:

Enter rule upon _____, appellee(s), to file a complaint in this appeal (Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s)
Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL

Case# 2023-06003-0 Docketed at Montgomery County Prothonotary on 04/05/2023 3:59 PM, Fee = \$294.50. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; ss

AFFIDAVIT: I hereby swear or affirm that I served:

- ☐ A copy of the Notice of Appeal, Common Pleas No. _____, upon the District Justice designated therein on (date of service) _____, 20____. ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto and upon the appellee, (name) _____ on _____, 20____. ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.
- ☐ And further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom the Rule was addressed on _____, 20____. ☐ by personal service ☐ by (certified) (registered) mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS DAY OF _____, 20____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____, 20____

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

OLANREWAJU ODEDEYI

vs.

AMERICAN AIRLINES

NO. 2023-06003

CIVIL COVER SHEET

State Rule 205.5 requires this form be attached to any document commencing an action in the Montgomery County Court of Common Pleas. The information provided herein is used solely as an aid in tracking cases in the court system. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Name of Plaintiff/Appellant's Attorney: OLANREWAJU ODEDEYI, Pro Se

Self-Represented (Pro Se) Litigant ☒

Class Action Suit

☐

Yes

☒

No

MDJ Appeal

☒

Yes

☐

No

Money Damages Requested ☒Commencement of Action:Amount in Controversy:Notice of Appeal\$50,000 or less**Case Type and Code**Civil Appeals:Other**Other:**MDJ APPEAL

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS

Judicial District, County of Montgomery

NOTICE OF APPEAL

FROM

MAGISTERIAL DISTRICT JUDGE JUDGMENT

COMMON PLEAS No. _____

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the Magisterial District Judge on the date and in the case referenced below.

NAME OF APPELLANT Olanrewaju Odeleyi	MAG. DIST. NO. 38-1-23	NAME OF MDJ Magisterial District Judge Deborah A.
ADDRESS OF APPELLANT 2142 Birch Dr	CITY Lafayette Hill	STATE Pennsylvania
DATE OF JUDGMENT 03/30/2023	IN THE CASE OF (Plaintiff) Olanrewaju Odeleyi	ZIP CODE 19444
CKET No.	vs American Airlines	

J-38123-CV-0000019-2023

This block will be signed ONLY when this notation is required under Pa. R.C.P.M.D.J. No. 1008.
This Notice of Appeal, when received by the Magisterial District Judge, will operate as a SUPERSEDEAS to the judgment for possession in this case.

If appellant was Claimant (see Pa. R.C.P.M.D.J. No. 1001(6) in action before a Magisterial District Judge, A COMPLAINT MUST BE FILED within twenty (20) days after filing the NOTICE of APPEAL.

Signature of Prothonotary or Deputy

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

This section of form to be used ONLY when appellant was DEFENDANT (see Pa.R.C.P.M.D.J. No. 1001(7) in action before Magisterial District Judge. IF NOT USED, detach from copy of notice of appeal to be served upon appellee.

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal

_____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Common Pleas No. _____

Signature of appellant or attorney or agent

RULE: To _____, appellee(s)

- (1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.
- (2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS MAY BE ENTERED AGAINST YOU.
- (3) The date of service of this rule if service was by mail is the date of the mailing.

Date: _____, 20 _____

Signature of Prothonotary or Deputy

YOU MUST INCLUDE A COPY OF THE NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH THIS NOTICE OF APPEAL.
The appellee and the magisterial district judge in whose office the judgment was rendered must be served with a copy of this Notice pursuant to Pa.R.C.P.M.D.J. 1005(A).

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERYNOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASEOlanrewaju Odedeyi
v.
American Airlines

Mag. Dist No	MDJ-38-1-23
MDJ Name	Honorable Deborah A. Lukens
Address	4002 Center Avenue Lafayette Hill, PA 19444
Telephone	610-828-5226

Olanrewaju Odedeyi
2142 Birch Dr
Lafayette Hill, PA 19444Docket No MJ-38123-CV-0000019-2023
Case Filed: 2/7/2023

Disposition Summary (cc - Cross Complaint)

Docket No

MJ-38123-CV-0000019-2023

Plaintiff

Olanrewaju Odedeyi

Defendant

American Airlines

Disposition

Judgment for Defendant

Disposition Date

03/30/2023

Comments:

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR MAGISTERIAL DISTRICT JUDGES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS OR THE PHILADELPHIA MUNICIPAL COURT, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS OR THE PHILADELPHIA MUNICIPAL COURT AND NO FURTHER PROCESS MAY BE ISSUED BY THE MAGISTERIAL DISTRICT JUDGE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS OR THE PHILADELPHIA MUNICIPAL COURT, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE MAGISTERIAL DISTRICT JUDGE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

MAR 30 2023

Date

Magisterial District Judge Deborah A. Lukens



I certify that this is a true and correct copy of the record of the proceedings containing the judgment

Date

Magisterial District Judge

MDJS 315

Printed: 03/30/2023 9:18:10AM



FREE INTERPRETER

www.pacourts.us/language-rights
610-828-5226

Case# 2023-06003-0 Docketed at Montgomery County Prothonotary on 04/05/2023 3:59 PM, Fee = \$294.50. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

Olanrewaju Odeleyi
v

American Airlines

Docket No. MJ-38123-CV-0000019-2023

Participant List

Private(s)

Ralph J. Kelly, Esq.
McShea Law Firm, P.C.
1500 Market St., Gentile Square
West Tower, Suite 4000
Philadelphia, PA 19102-2100

Plaintiff(s)

Olanrewaju Odeleyi
2142 Birch Dr
Lafayette Hill, PA 19444

Defendant(s)

American Airlines
4255 Amon Carter Blvd
Fort Worth, TX 76155

MDJS 315
Printed 03/30/2023 9:18:10AM

2



FREE INTERPRETER
www.escribe.com
610-028-5226

EXHIBIT 3

**COURT OF COMMON PLEAS MONTGOMERY COUNTY,
PENNSYLVANIA**

OLANREWAJU ODEDEYI Plaintiff. v. AMERICAN AIRLINES Defendant.	COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA CIVIL ACTION NO. 2023-06003
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NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERENCE AND INFORMATION SERVICE

Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107-2911
Telephone (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ES CRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

LAWYER REFERENCE AND INFORMATION SERVICE
Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107-2911
Telephone (215) 238-1701

**COURT OF COMMON PLEAS MONTGOMERY COUNTY,
PENNSYLVANIA**

OLANREWAJU ODEDEYI Plaintiff. v. AMERICAN AIRLINES Defendant.	COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA CIVIL ACTION NO. 2023-06003
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COMPLAINT

1. Plaintiff herein is Olanrewaju Odedeyi ("Odedeyi") is an adult individual with an address of 2142 Birch Drive, Lafayette Hill, PA 19444.

2. Defendant herein is American Airlines, a US-based airline headquartered in Fort Worth, Texas.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper given that this is an appeal from the Montgomery County 38-1-23 Magisterial District Court.

FACTS

4. On January 1, 2023, Odedeyi purchased flight tickets for himself and his family for flights operated by the defendant.

5. The tickets were purchased for a round trip journey from Philadelphia to Houston.

6. On Friday, January 20, 2023, Odedeyi and his family traveled to Houston on AA 4475.

7. Odedeyi and his family were to travel on Monday January 23rd 2023 to Philadelphia on AA 2307 with a 1.30PM departure time.

8. On or about 12.30PM on Monday January 23rd 2023, Defendant or its agent updated the flight's departure time from 1.30PM to 1.40PM.
9. On or about 12.30PM on Monday January 23rd 2023, Defendant or its agent updated the original flights departure gate that was published when Odedeyi checked in for his flight.
10. Defendant via the iOS App provides a mobile application that provides information to customers including upcoming flight time, flight gates.
11. The installed application on Odedeyi's mobile phone was updated to reflect the changes for the flight's departure time and flights departure gate by Defendant or its agent were published.
12. Odedeyi and his family showed up at the boarding gate 23 minutes prior to the updated departure time.
13. Defendant did not allow Odedeyi and his family to board their flight.
14. Defendant departed before the original departure time.
15. Defendant departed the flight before the updated departure time.
16. Defendant closed the boarding gate prior to the required time under the condition of carriage.
17. Defendant rebooked Odedeyi and his family on another non direct flight via Phoenix.
18. Odedeyi and his family arrived back at Philadelphia 6 hours after their original arrival time.

CAUSE OF ACTION

Count I – Breach Of Contract

19. Odedeyi incorporates the foregoing averments of this pleading as if set forth at length within this Count.

20. Odedeyi commenced this action in Montgomery County 38-1-23 Magisterial District Court with docket number MJ-38123-CV-0000019-2023.

21. At the MDJ hearing, Defendant through its Attorney informed Judge Lukens that it waited for Odedeyi and his family to board the flight until 1.22PM.

22. Defendant failed to perform its obligations under the Agreement.

23. Defendant failure of performance constituted a breach of the Agreement.

24. Defendant did not allow Odedeyi and his family to fly at the original and the updated flight time.

25. Defendant contractual breach has caused Plaintiffs to suffer damages, including losses already incurred and anticipated additional losses.

WHEREFORE, Odedeyi respectfully requests the entry of judgment in his favor in an amount not exceeding \$50,000.00, including compensatory damages, expectation damages, incidental damages, and consequential damages, together with taxable costs and such other and further relief as justified by law or equity.


Date: 04.07.2023

Respectfully submitted,
OLANREWaju ODEDEYI
By: /s/ Olanrewaju Odedeyi
Olanrewaju Odedeyi

VERIFICATION

I, OLANREWAJU ODEDEYI, hereby verify the factual statements contained in the foregoing complaint are true and correct to the best of my present knowledge, information and belief. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 04/07/2023



OLANREWAJU ODEDEYI

EXHIBIT 4

IN THE COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA

OLANREWAJU ODEDEYI

vs.

AMERICAN AIRLINES

NO. 2023-06003

NOTICE TO DEFEND - CIVIL

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

LAWYER REFERENCE SERVICE
MONTGOMERY BAR ASSOCIATION
100 West Airy Street (REAR)
NORRISTOWN, PA 19404-0268

(610) 279-9660, EXTENSION 201

PRIF0034
R 10/11

**COURT OF COMMON PLEAS MONTGOMERY COUNTY,
PENNSYLVANIA**

<p>OLANREWAJU ODEDEYI</p> <p style="text-align: center;">Plaintiff.</p> <p style="text-align: center;">v.</p> <p>AMERICAN AIRLINES</p> <p style="text-align: center;">Defendant.</p>	<p>COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA</p> <p>CIVIL ACTION</p> <p>NO. 2023-06003</p>
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NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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LAWYER REFERENCE AND INFORMATION SERVICE

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Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107-2911
Telephone (215) 238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ES CRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

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One Reading Center
Philadelphia, PA 19107-2911
Telephone (215) 238-1701

**COURT OF COMMON PLEAS MONTGOMERY COUNTY,
PENNSYLVANIA**

<p>OLANREWAJU ODEDEYI</p> <p style="text-align: center;">Plaintiff.</p> <p style="text-align: center;">v.</p> <p>AMERICAN AIRLINES</p> <p style="text-align: center;">Defendant.</p>	<p>COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA</p> <p>CIVIL ACTION</p> <p>NO. 2023-06003</p>
--	--

PLAINTIFF FIRST AMENDED COMPLAINT

1. Plaintiff herein is Olanrewaju Odedeyi ("Odedeyi") an adult individual with an address of 2142 Birch Drive, Lafayette Hill, PA 19444.

2. Defendant herein is American Airlines, a US-based airline with an address at 4255 Amon Carter Blvd, Fort Worth, TX 76155.

FACTS

3. On November 27, 2021, Odedeyi purchased flight tickets for a round-trip journey from Philadelphia to Montego Bay for non-connecting flights operated by the defendant.

4. On May 5, 2022, Odedeyi was to fly back from Montego Bay back to Philadelphia.

5. On May 5, 2022, Defendant delayed the flight and provided new departure times several times throughout put the course of the day.

6. On May 5, 2022, Defendant finally canceled the flight and provided a flight time for May 6, 2022.

7. On January 1, 2023, Odedeyi purchased flight tickets for a round-trip journey from Philadelphia to Houston for a non-connecting flight operated by the defendant.

8. On Friday, January 20, 2023, Odedeyi traveled to Houston on AA 4475.

9. Odedeyi was to travel on Monday, January 23rd, 2023 to Philadelphia on AA 2307 with a 1.30 PM departure time.

10. On or about 12.30 PM on Monday, January 23rd, 2023, Defendant or its agent updated the flight's departure time from 1.30 PM to 1.40 PM.

11. On or about 12.30 PM on Monday, January 23rd, 2023, Defendant or its agent updated the original flight departure gate that was published when Odedeyi checked in for his flight.

12. Defendant via the iOS App provides a mobile application that provides information to customers including upcoming flight times and gates.

13. The installed application on Odedeyi's mobile phone was updated to reflect the changes for the flight's departure time and flight departure gate by Defendant or its agent was published.

14. Odedeyi showed up at the boarding gate 23 minutes before the updated departure time.

15. Defendant did not allow Odedeyi to board their flight.

16. Defendant departed before the original departure time.

17. Defendant departed the flight before the updated departure time.

18. Defendant closed the boarding gate before the required time.

19. Defendant rebooked Odedeyi on another nondirect flight via Phoenix.

20. Odedeyi arrived back in Philadelphia 6 hours after their original arrival time.

21. Odedeyi commended this action in Montgomery County 38-1-23 Magisterial

District Court with docket number MJ-38123-CV-0000019-2023.

22. At the Magisterial District Court hearing, Kenneth S. Nankin presented testimony on behalf of the defendant.

23. Kenneth S. Nankin was not the Attorney of record for Defendant at the time of the hearing.

24. Kenneth S. Nankin presented testimony to the court that the defendant or its agents did not change the departure time.

25. Kenneth S. Nankin presented testimony to the court that the defendant or its agents did not change the departure gate.

26. Kenneth S. Nankin presented testimony to the court that the defendant or its agents waited for Odedeyi to board the flight until 1.22 PM.

27. Defendant departed before the original departure time.

28. Defendant departed the flight before the updated departure time.

29. All conditions precedent to Odedeyi's right to relief have been satisfied.

CAUSE OF ACTION

Count I – Breach Of Contract

30. Odedeyi incorporates the foregoing averments of this pleading as if set forth at length within this Count.

31. Odedeyi & Defendant entered into two contracts in which Odedeyi paid a sum of money to Defendant.

32. A copy of the flight confirmation email sent by Defendant is attached herein as Exhibit "A"

33. In the agreement to transport Odedeyi from Montego Bay to the Philadelphia flight, Defendant delayed the flights by almost 18 hours.

34. In the agreement to transport Odedeyi from Houston to Philadelphia, Defendant did not allow Odedeyi to fly at the original and the updated flight time.

35. In the agreement to transport Odedeyi from Houston to Philadelphia, Defendant rebooked Odedeyi on a flight on another flight.

36. In both cases, Defendant failed to perform its obligations under the original agreement.

37. Defendant's failure to perform on the original agreement constituted a breach of the Agreement.

38. After Defendant canceled Odedeyi's flight from Montego Bay to Philadelphia on Thursday, May 5, 2022, Defendant or its agents transported Odedeyi to a hotel for lodging.

39. Defendant transported Odedeyi to the hotel in an unventilated bus.

40. Defendant owed Odedeyi a duty of care for safe transportation.

41. Defendant owed Odedeyi a duty of care for transportation that were compliant with COVID-19 protocols.

42. Defendant breached the duty of care that it owed to Odedeyi.

43. Defendant was negligent by failing to transport Odedeyi in a manner that was compliant with COVID-19 protocols.

44. Defendant did not give Odedeyi the option of private transportation.

45. Defendant required pre-departure COVID-19 testing based on the testing policy mandated by the CDC.

46. CDC required testing of passengers between 24 and 72 hours prior to departure.

47. Odedeyi tested negative to pre-departure COVID-19 testing.

48. Defendant did not enforce the mask policy on the unventilated bus.

49. The defendant or its agent comingle other passengers that were not scheduled to depart on the original flight.

50. Defendant did not require further testing following the canceled flights.

51. On the day of the flight, Defendant allowed several passengers on the flight to fly without masks.

52. Defendant did not strictly enforce the mask mandates on the flight.

53. The defendant allowed passengers to board with test results that did not meet CDC guidelines.

54. Defendant allowed passengers with tests older than 72 hours to board the flight.

55. Defendant or its agents did not follow some or all of the COVID-19 protocols.

56. Defendant or its agent failed to take reasonable steps to protect Odedeyi from exposure to the COVID-19 virus.

57. Odedeyi contracted COVID-19 because Defendant or its agent did not follow some or all of the COVID-19 protocols.

58. Odedeyi contracted COVID-19 from the breach of duty by Defendant.

59. The breach of the duty of care by Defendant was the proximate cause of the injury suffered by Odedeyi.

60. Odedeyi suffered damages and injuries resulting from the breach of duty by Defendant.

Count II – Negligence

61. Odedeyi incorporates the foregoing averments of this pleading as if set forth at length within this Count.

62. After Defendant canceled Odedeyi's flight from Montego Bay to Philadelphia on Thursday, May 5, 2022, Defendant or its agents transported Odedeyi to a hotel for lodging.

63. Defendant transported Odedeyi to the hotel in an unventilated bus.
64. Defendant owed Odedeyi a duty of care for safe transportation.
65. Defendant owed Odedeyi a duty of care for transportation that were compliant with COVID-19 protocols.
66. Defendant breached the duty of care that it owed to Odedeyi.
67. Defendant was negligent by failing to transport Odedeyi in a manner that was compliant with COVID-19 protocols.
68. Defendant did not give Odedeyi the option of private transportation.
69. Defendant required pre-departure COVID-19 testing based on the testing policy mandated by the CDC.
70. CDC required testing of passengers between 24 and 72 hours prior to departure.
71. Odedeyi tested negative to pre-departure COVID-19 testing.
72. Defendant did not enforce the mask policy on the unventilated bus.
73. The defendant or its agent comingle other passengers that were not scheduled to depart on the original flight.
74. Defendant did not require further testing following the canceled flights.
75. On the day of the flight, Defendant allowed several passengers on the flight to fly without masks.
76. Defendant did not strictly enforce the mask mandates on the flight.
77. The defendant allowed passengers to board with test results that did not meet CDC guidelines.
78. Defendant allowed passengers with tests older than 72 hours to board the flight.
79. Defendant or its agents did not follow some or all of the COVID-19 protocols.

80. Defendant or its agent failed to take reasonable steps to protect Odedeyi from exposure to the COVID-19 virus.

81. Odedeyi contracted COVID-19 because Defendant or its agent did not follow some or all of the COVID-19 protocols.

82. Odedeyi contracted COVID-19 from the breach of duty by Defendant.

83. The breach of the duty of care by Defendant was the proximate cause of the injury suffered by Odedeyi.

84. Odedeyi suffered damages and injuries resulting from the breach of duty by Defendant.

Count III – Violation Of Article 19 of the Montreal Convention for the Unification of Certain Rules for International Carriage by Air (The Montreal Convention),

85. Odedeyi incorporates the foregoing averments of this pleading as if set forth at length within this Count.

86. Article 19 of the Montreal Convention provides that a carrier can be liable for damages to passengers caused by delays in transportation.

87. Defendant transported some passengers on a flight via Miami on May 5, 2022.

88. Odedeyi requested that he should be transported via Miami so that he could arrive back in Philadelphia back on the same but Defendant refused.

89. Odedeyi suffered damages resulting from the breach of the Violation Of Article 19 of the Montreal Convention by Defendant.

PRAYER FOR RELIEF

WHEREFORE, Odedeyi respectfully requests the entry of judgment in his favor and against Defendant for compensatory damages, expectation damages, incidental damages, consequential damages, and punitive damages in the amount of \$50,000 together with taxable

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costs, attorney fees, prejudgment interest, and such other and further relief as justified by law or equity.

Date: 05.01.2023

Respectfully submitted,
OLANREWAJU ODEDEYI
By: /s/ Olanrewaju Odedeyi
Olanrewaju Odedeyi

VERIFICATION

I, OLANREWAJU ODEDEYI, hereby verify the factual statements contained in the foregoing first amended complaint are true and correct to the best of my present knowledge, information, and belief. I understand that the statements herein are subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 05/01/2023



OLANREWAJU ODEDEYI

Exhibit “A”

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4/28/23, 5:20 PM

Gmail - Your flight to Philadelphia - Departure Gate Change.

Olanrewaju Odedeyi <waju.odedeyi@gmail.com>



Your flight to Philadelphia - Departure Gate Change.

1 message

Thu, May 5, 2022 at 6:04 PM

American Airlines <no-reply@info.email.aa.com>
To: WAJU.ODEDEYI@gmail.com

American Airlines



Flight 860 to PHL departs from gate 13

Record locator: YINSKU

[Check flight status](#)

UPDATED

MBJ to PHL

Friday, May 06, 2022

9:30 AM

Montego Bay



2:11 PM

Philadelphia

Terminal --

Gate 13

Terminal A

Gate A11A

AA 860

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Get the American Airlines app

4/28/23, 5:20 PM

Gmail - Your flight to Philadelphia - Departure Gate Change.



Please do not reply to this email address as it is not monitored. This email was sent to
WAJU.OEDEYI@GMAIL.COM

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Gmail - Your trip confirmation (PHL - MBJ)

4/28/23, 5:18 PM

Olanrewaju Odedeyi <waju.odedeyi@gmail.com>



Your trip confirmation (PHL - MBJ)

1 message

Sat, Nov 27, 2021 at 2:42 PM

American Airlines <no-reply@notify.email.aa.com>
To: WAJU.ODEDEYI@gmail.com



Issued: November 27, 2021



Record Locator: SPJAKV

We charged \$425.28 to your card ending in 1006 for your ticket purchase.

A face covering is required while flying on American, except for children under 2 years old. You are also required to wear a face covering while in the airport before and after your flight. Read more about travel requirements.

You'll need your record locator to find your trip at the kiosk and when you call Reservations.

Manage your trip

Friday, April 29, 2022

PHL

10:40 AM

Philadelphia

MBJ

1:34 PM

Montego Bay

Seat: 25F, 25E, 25D
Class: Economy (T)
Meals: Refreshment

AA 860

4/28/23, 5:18 PM

Gmail - Your trip confirmation (PHL - MBJ)

Thursday, May 5, 2022

MBJ	→	PHL	Seat: 25F, 25E, 25D
2:46 PM		7:35 PM	Class: Economy (Y)
Montego Bay		Philadelphia	Meals: Refreshment
AA 860			

Your payment

Credit Card AmericanExpress ending 1006
 AAdvantage® Certificate

\$425.28

Total paid**\$425.28****Your purchase****ODUNOLA SOWUNMI**

AAdvantage #: 7Y72DU4

New ticket

Ticket #: 0012315336337

\$141.76

Total**\$141.76****OLANREWAJU ODEDEYI**

AAdvantage #: 7U10JK6

New ticket

Ticket #: 0012315336338

\$141.76

Total**\$141.76****OLUWAMOLAMITOB I OLANREWAJU ODEDEYI**

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4/28/23, 5:18 PM

Gmail - Your trip confirmation (PHL - MBJ)

New ticket \$141.76
Ticket #: 0012315336339

Total \$141.76

Total cost (all passengers) \$425.28

Bag information

Checked bags

PHL - MBJ

Online*

1 st bag	2 nd bag
\$30.00	\$40.00

Airport

1 st bag	2 nd bag
\$30.00	\$40.00

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)
Maximum weight: 50 pounds or 23 kilograms

Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply.
Bag and optional fees
If your flight is operated by a partner airline, see the other airline's website for carry-on and checked bag policies.

*Online payment available beginning 24 hours (and up to 4 hours) before departure.

Carry-on bags

1st carry-on: Includes purse, briefcase, laptop bag, or similar item that must fit under the seat in front of you.

2nd carry-on: Maximum dimensions not to exceed: 22" long x 14" wide x 9" tall (56 x 35 x 23 cm).



Gmail - Your trip confirmation (PHL - MBJ)

4/28/23, 5:18 PM

Book a hotel » Book a car » Buy trip insurance » Things to do »


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Additional Services are subject to credit card approval at time of ticketing. Additional Services may appear on multiple accompanied documents as a matter of reference.

If you have purchased a NON-REFUNDABLE fare, the itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has NO VALUE. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

You have up to 24 hours from the time of ticket purchase to receive a full refund if you booked at least 2 days before departure. You must log in on aa.com or Contact Reservations to cancel. Once cancelled, your refund will be processed automatically. Refunds.

Some American Airlines check-in counters do not accept cash as a form of payment. For more information, visit our Airport Information page.

The policy for traveling with Emotional Support and Service animals has changed. Visit Traveling with Service Animals for more information.



Some everyday products, like e-cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

Some Lithium batteries (e.g. spares in checked baggage, batteries over a certain size), Explosives / Fireworks, Strike anywhere matches/ Lighter fluid, Compressed gases / Aerosols Oxygen bottles/ Liquid oxygen, Flammable liquids, Pesticides/ Poison, Corrosive material.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries for most consumer electronic devices in carry-on baggage, and certain smoking materials carried on your person.

Certain items are required to be carried with you onboard the aircraft. For example, spare lithium batteries for portable electronic devices, cigarette lighters and e-cigarettes must be removed from

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4/28/23, 5:18 PM

checked or gate-checked baggage and carried onboard the aircraft. However, e-cigarettes may not be used on-board the aircraft.

Traveling with medical oxygen, liquid oxygen, mobility aids and other assistive devices may require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact the airline operator for information on use of such devices.

To change your reservation, please call 1-800-433-7300 and refer to your record locator.

Chemical sprays on international flights Flights to and from certain countries require insecticide treatment (a process known as disinsection) inside the cabin for insect and disease control. The U.S. Department of Transportation provides full information about the spray and the countries required to use it. Aircraft disinsection requirements.

Check-in lines will vary by departure location. In order to determine the time you need to check-in at the airport, please visit www.aa.com/airportexpectations.

If you are traveling internationally, please ensure that you have the proper documentation. All necessary travel documents for the countries being visited must be presented at airport check-in. Check with the consulate of these countries to determine the documents required. Additional information can be found at International Travel.

We place limitations on checked baggage and boxes on some flights to Mexico, the Caribbean, Central and South America. To confirm what you can take on your journey please see Baggage Limitations.

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Air Transportation, whether it is domestic or international (including domestic portions of international journeys), is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Other carriers on which you may be ticketed may have different conditions of carriage. International air transportation, including the carrier's liability, may also be governed by applicable tariffs on file with the U.S. and other governments and by the Warsaw Convention, as amended, or by the Montreal Convention. Incorporated terms may include, but are not restricted to: 1. Rules and limits on liability for personal injury or death, 2. Rules and limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation charges, 3. Claim restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier, 4. Rights on the air carrier to change terms of the contract, 5. Rules on reconfirmation of reservations, check-in times and refusal to carry, 6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage link below.

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4/28/23, 4:34 PM

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Olanrewaju Odedeyi <waju.odedeyi@gmail.com>

Your trip confirmation (PHL - IAH)

1 message

Sun, Jan 1, 2023 at 2:38 AM

American Airlines <no-reply@info.email.aa.com>

To: WAJU.ODEDEYI@gmail.com

American Airlines

Issued: January 1, 2023

Your trip confirmation and receipt

We charged \$951.60 to your card ending in 8839 for your ticket purchase.

You can check in via the American app 24 hours before your flight and get your mobile boarding pass.

Record Locator: YLRHJU

Friday, January 20, 2023

PHL
Philadelphia
6:48 PM

IAH
Houston George Bush
10:01 PM

AA 4475Operated by REPUBLIC
AIRWAYS
as AMERICAN EAGLE

Seat:

Class: **Economy (O)**

Meals:

Sunday, January 22, 2023

IAH
Houston George Bush
1:30 PM

PHL
Philadelphia
5:40 PM

AA 2307

Seat:

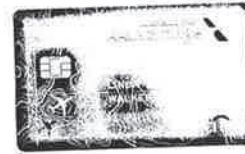
Class: **Economy (N)**Meals: **Food for purchase****Manage your trip**

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Your purchase

Olanrewaju Odedeyi - AAdvantage® #: 7U10JK6

\$317.20

New ticket (0012360259540)

[\$267.91 + Taxes & carrier-imposed fees \$49.29]

Odunola Sowunmi - AAdvantage® #: 7Y72DU4

\$317.20

New ticket (0012360259541)

[\$267.91 + Taxes & carrier-imposed fees \$49.29]

Oluwamolamitobisi Olanrewaju Odedeyi

\$317.20

New ticket (0012360259542)

[\$267.91 + Taxes & carrier-imposed fees \$49.29]

\$951.60

Total cost (all passengers)

Your payment

\$951.60

Visa (ending 8839)

Total paid

\$951.60

Bag information

Checked Bag (Airport)

1st bag No charge
2nd bag \$40.00

Checked Bag (Online*)

1st bag No charge
2nd bag \$40.00

Maximum dimensions: 62 inches or 158 centimeters calculated as (length + width + height)

Maximum weight: 50 pounds or 23 kilograms

Bag fees apply at each Check-in location. Additional allowances and/or discounts may apply. Bag and optional fees





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If your flight is operated by a partner airline, see the other airline's website for carry-on and checked bag policies.

*Online payment available beginning 24 hours (and up to 4 hours) before departure.

Carry-on bags

- 1st carry-on**
Includes purse, briefcase, laptop bag, or similar item that must fit under the seat in front of you.
- 2nd carry-on**
Maximum dimensions not to exceed: 22" long x 14" wide x 9" tall (56 x 35 x 23 cm).



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If you have purchased a NON-REFUNDABLE fare, the itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has NO VALUE. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

You have up to 24 hours from the time of ticket purchase to receive a full refund if you booked at least 2 days before departure. You must log in on aa.com or Contact Reservations to cancel. Once cancelled, your refund will be processed automatically. Refunds.

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The policy for traveling with Emotional Support and Service animals has changed. Visit Traveling with Service Animals for more information.

- 
- Lithium Batteries
Explosives
Aerosol
Flammable
Children
Toxins
Radioactive
Corrosives
Fire

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Some everyday products, like e-cigarettes and aerosol spray starch, can be dangerous when transported on the aircraft in carry-on and/or checked baggage. Changes in temperature or pressure can cause some items to leak, generate toxic fumes or start a fire. Carriage of prohibited items may result in fines or in certain cases imprisonment. Please ensure there are no forbidden hazardous materials in your baggage like:

Some Lithium batteries (e.g. spares in checked baggage, batteries over a certain size), Explosives / Fireworks, Strike anywhere matches/ Lighter fluid, Compressed gases / Aerosols Oxygen bottles/ Liquid oxygen, Flammable liquids, Pesticides/ Poison, Corrosive material.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage, spare lithium batteries for most consumer electronic devices in carry-on baggage, and certain smoking materials carried on your person.

Certain items are required to be carried with you onboard the aircraft. For example, spare lithium batteries for portable electronic devices, cigarette lighters and e-cigarettes must be removed from checked or gate-checked baggage and carried onboard the aircraft. However, e-cigarettes may not be used on-board the aircraft.

Traveling with medical oxygen, liquid oxygen, mobility aids and other assistive devices may require airline pre-approval or be restricted from carriage entirely. Passengers requiring these items should contact the airline operator for information on use of such devices.

To change your reservation, please call 1-800-433-7300 and refer to your record locator.

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You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage link below.

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EXHIBIT 5

**COURT OF COMMON PLEAS MONTGOMERY COUNTY,
PENNSYLVANIA**

<p>OLANREWAJU ODEDEYI</p> <p style="text-align: center;">Plaintiff.</p> <p style="text-align: center;">v.</p> <p>AMERICAN AIRLINES</p> <p style="text-align: center;">Defendant.</p>	<p>COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA</p> <p>CIVIL ACTION</p> <p>NO. 2023-06003</p>
--	--

PRAECIPE TO WITHDRAW PLAINTIFF FIRST AMENDED COMPLAINT

To the Prothonotary:

Kindly withdraw Plaintiff First Amended Complaint. Plaintiff will refile shortly.

Date: 05/02/2023

Respectfully submitted,
By: /s/ Olanrewaju Odedeyi
Olanrewaju Odedeyi

EXHIBIT 6

**COURT OF COMMON PLEAS MONTGOMERY COUNTY,
PENNSYLVANIA**

<p>OLANREWAJU ODEDEYI</p> <p style="text-align: right;">Plaintiff.</p> <p style="text-align: center;">v.</p> <p>AMERICAN AIRLINES</p> <p style="text-align: right;">Defendant.</p>	<p>COURT OF COMMON PLEAS MONTGOMERY COUNTY, PA</p> <p>CIVIL ACTION</p> <p>NO. 2023-06003</p>
--	--

PRAECIPE TO UPDATE AMOUNT IN CONTROVERSY

To the Prothonotary:

Kindly update the amount in controversy to more than \$50,000.

Date: 05/02/2023

Respectfully submitted,
By: /s/ Olanrewaju Odedeyi
Olanrewaju Odedeyi